

1 BILL NO. S-83-02-

33

2 SPECIAL ORDINANCE NO. S-

48-83

3 AN ORDINANCE approving a contract
4 by the City of Fort Wayne by and
5 through its Board of Public Works
6 and The Weikel Line Company for
7 Res. 163-82, Ornamental Street
8 Lighting on Edgeknoll Lane.

9 NOW THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL
10 OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. The next Contract, made a part hereof,
12 by The City of Fort Wayne by and through its Board of Public
13 Works and The Weikel Line Company for Res. 163-82, Edgeknoll Lane
14 Ornamental Street Lighting, is hereby ratified and affirmed and
15 approved in all respects. The work under said Contract requires:

16 Ornamental Street Lighting in the
17 100 to 500 blocks of Edgeknoll
18 Lane for Res. 163-82;

19 involving a total cost of Eight Thousand Nine Hundred Eighty-
20 Nine and Eighty-Five/100 Dollars (\$8,989.85).

21 SECTION 2. A copy of said Contract is on file in the
22 Office of the Board of Public Works, and is available for
23 public inspection.

24 SECTION 3. That this Ordinance shall be in full force
25 and effect from and after its passage, and any and all necessary
26 approval by the Mayor.

27 Samuel J. Talanco
28 Councilmember

29 APPROVED AS TO FORM
30 AND LEGALITY

31 Bruce O. Boxberger, City Attorney
32

Read the first time in full and on motion by Talarico, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 2-22-83, the 22 day of February, 1983, at 7 o'clock P.M., E.S.T.

DATE: 2-22-83

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Talarico, seconded by GiaQuinta, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>			
<u>BRADBURY</u>	<u>X</u>				
<u>BURNS</u>	<u>X</u>				
<u>EISBART</u>	<u>X</u>				
<u>GiaQUINTA</u>	<u>X</u>				
<u>SCHMIDT</u>	<u>X</u>				
<u>SCHOMBURG</u>	<u>X</u>				
<u>SCRUGGS</u>	<u>X</u>				
<u>STIER</u>	<u>X</u>				
<u>TALARICO</u>	<u>X</u>				

DATE: 2-8-83

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~) ORDINANCE (RESOLUTION) NO. 1-48-83 on the 8th day of March, 1983.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Ray A. Ebert
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of March, 1983, at the hour of 2:00 o'clock P.M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 10th day of March, 1983, at the hour of 11 o'clock A.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

CONTRACT
Res. No. 163-82

72-203-20
2/10/83

STATE OF INDIANA)
COUNTY OF ALLEN) SS

THIS AGREEMENT made and entered into this, the 10th
day of February 1983, by and between:

The City of Fort Wayne, Indiana

The party of the first part, termed in this agreement and the
Contract Documents as the "Purchaser," and

The Weikel Line Company

The part of the second part, termed in this agreement and the
Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore
caused to be prepared certain contract documents for furnish-
ing labor and equipment and performing work therein fully des-
cribed, and the Contractor did, on the 12 day of January,
file with the Board of Public Works, a copy of said contract
documents, together with his offer and terms therein fully
stated and set forth, and,

WHEREAS, the said contract documents accurately and fully
describe the terms and conditions upon which the Contractor is
willing to furnish the labor and equipment and perform the work
called for by the said contract documents and in the manner and
time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as
aforesaid be attached hereto and that the same do in all par-
ticulars become the agreement and contract between the parties
hereto in all matters and things set forth therein and described,
and further, that both parties hereby accept and agree to the
terms and conditions of said contract documents so filed, for the
following:

Edgeknoll Lane

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out verbatim.

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Advertisement for bids
2. Instructions to bidders
3. Specifications and special provisions
4. Detailed specifications and addendum
5. Construction drawings
6. Application for cut permits into Fort Wayne street, county roads and/or State highways
7. Street barricade maintenance information
8. Contractor's bid
9. Material list
10. Bidder's Bond
11. Non-Collusion Affidavit
12. Certificate in lieu of financial statement
13. Certificate in lieu of Equal Employment Statement and Affirmative Action Program
14. Equal Opportunity Clause
15. Federal Labor Standards Provisions
16. Copeland "Anti Kick Back" Act (18 U.S.C. Sec. 874)
17. Davis-Bacon Act
18. Federal Wage Scale
19. State Prevailing Wage Scale
20. This Contract
21. Performance Bond

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence unless otherwise directed or corrected by the engineer.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

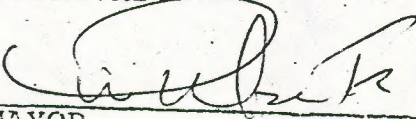
SEVENTH - It is further stipulated that any judgment rendered against the City of Fort Wayne or any official thereof, in any suits for damages for injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrations or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

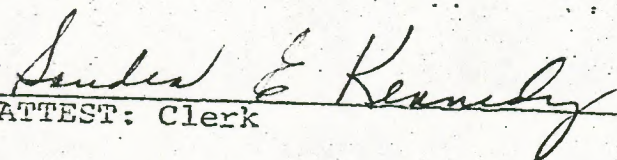
EIGHTH - The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached, and incorporated herein and made a part hereof. (NE/1 -NE/3).

NINTH - The Contractor shall furnish a Performance Bond in a form acceptable to the City of Fort Wayne for the full value of the work.

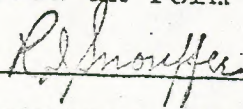
IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

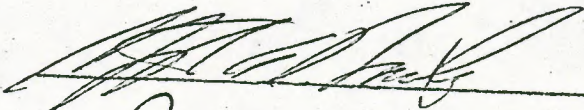
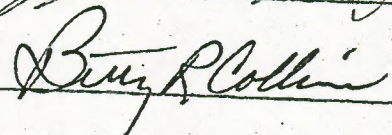

MAYOR


ATTEST: Clerk

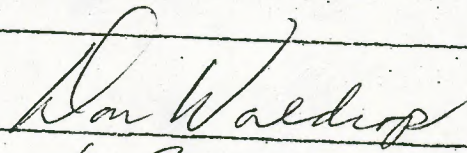
Approved in Form & Legality

By: 
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

CONTRACTOR: THE WEIKEL LINE CO.

BY: 
V-Pres

BY: _____
Secretary

_____, a corporation organized under the laws of the
State of Indiana, and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of Eight Thousand Nine Hundred
Eighty Nine and 85/100 Dollars - - - - -

WHEREAS, the Principal did on the 25TH day of JANUARY, 1983,
enter into a contract with the City of Fort Wayne to construct

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of one (1) year from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for one (1) year after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.



ATTEST:

(Title)

*If signed by an agent, power of attorney must be attached

The Weikel Line Co., Inc.
(Contractor)

BY: Don Waldrop

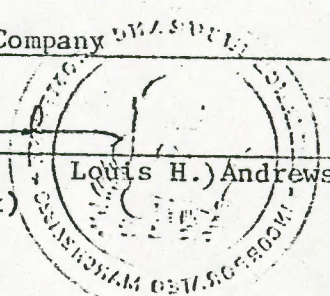
ITS: V-Pres

Reliance Insurance Company
Surety

BY: L. H. Andrews

Authorized Agent
(Attorney-in-Fact)

Louis H.) Andrews



BILL NO. S-83-02-33

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN
ORDINANCE approving a contract by the City of Fort Wayne by and through
its Board of Public Works and The Weikel Line Comapny for Res.
163-82, Ornamental Street Lighting on Edgeknoll Lane

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

Samuel J. Talarico

VICTURE L. SCRUGGS, VICE CHAIRMAN

Victure Scruggs

MARK E. GIAQUINTA

Mark E. Giaquinta

PAUL M. BURNS

Paul M. Burns

ROY J. SCHOMBURG

Roy J. Schomburg

3-8-83
DATE 3-8-83 CONCURRED IN

6192

TITLE OF ORDINANCE Contract for Ornamental Street Lighting Res. 363-82 between the City and Weikel Line Company, Inc.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

163
363-82
1-83-02-33

SYNOPSIS OF ORDINANCE Contract between City and Weikel Line Company, Inc.

for ornamental street lighting in the 100 to 500 blocks of Edgeknoll Lane for Res. 363-

163-82

EFFECT OF PASSAGE To improve neighborhood.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$8,989.85
(Barrett Law Revolving Fund Project)

ASSIGNED TO COMMITTEE

Fulmer